

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5136-6820		PAGE 1 OF 26	
2. CONTRACT NO. W912DW-05-P-0235		3. AWARD/EFFECTIVE DATE 03-Jun-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0087	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME RENEE R HEERHARTZ				b. TELEPHONE NUMBER (No Collect Calls) (206) 764-3478	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561720 SIZE STANDARD:\$14.0 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE FOR FURTHER INFORMATION. US ARMY CORPS OF ENGRS SEATTLE WA 98124-3755		CODE SEE SCH		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE RENEE HEERHARTZ PH: 206-764-3478 FAX: 206-764-6817 RENEE.R.HEERHARTZ@US.ARMY.MIL SEATTLE WA			
17a.CONTRACTOR/OFFEROR CLASSIC CLEANING ENTERPRISES YVONNE RIVERA 29695 SW ROSE LANE #309 PO BOX 2114 WILSONVILLE OR 97070-9578 TEL. 503 314-5526		CODE 1RYQ2		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,585.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		13-Jun-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 26

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$2,585.00	\$2,585.00

DACA67503016700 - Hillsboro, Oregon
FFP

BASE YEAR: Provide all labor and materials for non-personal janitorial services at the Army/Navy/Marine Corps Recruiting Offices, 1991 NE Cornell Road, Hillsboro, Oregon (Approx. 1,833 Sq. Ft) during the period of June 4, 2005 through January 31, 2006, in accordance with the attached Statement of Work, entitled "Janitorial Services. Hillsboro, Oregon" dated May 16, 2005 as follows:

Performance period is June 4, 2005 - January 31, 2006

(a) Provide all services in accordance with the Statement of Work except as identified in paragraph d.

Rate: \$295.00 /monthly x 8 = \$2360.00

(b) Clean carpets and window coverings as identified in Paragraph D of the SOW.

Rate: \$225.00/ semi-annually x 1 = \$225.00

Department of Labor Wage Determination No. 94-2441 Rev (19) dated 07/30/2002 is hereby attached and incorporated herein.

0002. OPTION YEAR 1 (2006): Provide all labor and materials for non-personal janitorial services at the Army/Navy/Marine Corps Recruiting Offices, 1991 NE Cornell Road, Hillsboro, Oregon (Approx. 1,833 Sq. Ft) during the period of February 1, 2006 through January 31, 2007, in accordance with the attached Statement of Work, entitled "Janitorial Services. Hillsboro, Oregon" dated May 16, 2005 as follows:

Performance period is February 1, 2006 - January 31, 2007

(a) Provide all services in accordance with the Statement of Work except as identified in paragraph d.

Rate: \$295.00/monthly x 12 = \$3,540.00

(b) Clean carpets and window coverings as identified in Paragraph D of the SOW.

Rate: \$225.00/ semi-annually x 2 = \$450.00

0003. OPTION YEAR 2 (2007):: Provide all labor and materials for non-personal janitorial services at the Army/Navy/Marine Corps Recruiting Offices, 1991 NE Cornell Road, Hillsboro, Oregon (Approx. 1,833 Sq. Ft) during the period of February 1, 2007 through January 31, 2008, in accordance with the attached Statement of Work, entitled "Janitorial Services. Hillsboro, Oregon" dated May 16, 2005 as follows:

Performance period is February 1, 2007 - January 31, 2008

(a) Provide all services in accordance with the Statement of Work except as identified in paragraph d.

Rate: \$305.00 /monthly x 12 = \$3,660.00

(b) Clean carpets and window coverings as identified in Paragraph D of the SOW.

Rate: \$225.00/ semi-annually x 2 = \$450.00

0004. OPTION YEAR 3 (2008):: Provide all labor and materials for non-personal janitorial services at the Army/Navy/Marine Corps Recruiting Offices, 1991 NE Cornell Road, Hillsboro, Oregon (Approx. 1,833 Sq. Ft) during the period of February 1, 2008 through January 31, 2009, in accordance with the attached Statement of Work, entitled "Janitorial Services. Hillsboro, Oregon" dated May 16, 2005 as follows:

Performance period is February 1, 2008 - January 31, 2009

(a) Provide all services in accordance with the Statement of Work except as identified in paragraph d.

Rate: \$305.00 /monthly x 12 = \$3,660.00

(b) Clean carpets and window coverings as identified in Paragraph D of the SOW.

Rate: \$225.00/ semi-annually x 2 = \$450.00

Note: Option Years 1 (2006), 2 (2007) & 3 (2008) if awarded will be awarded 30 days prior to completion of the current performance period

PURCHASE REQUEST NUMBER: W68MD9-5136-6820

NET AMT	\$2,585.00
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ACRN AA Funded Amount	\$2,585.00
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FOB: Destination

ACCOUNTING AND APPROPRIATION DATA

AA:	21520200000 088082	2540FGH4J6131996AA000 QDPW 35026
COST	000000000000	
CODE:		
AMOUNT:	\$2,585.00	

NOTESWeb Invoicing System (WInS)

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>. At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

CF: CENWS-RE-RS, K Murphy

STATEMENT OF WORK

**STATEMENT OF WORK
JANITORIAL SERVICES, HILLSBORO, OR**

1. EXTENT OF WORK:

Furnish all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform janitorial services as described herein at the Army/Navy/Marine Corps Recruiting Office, 1991 NE Cornell Road, Hillsboro, Oregon. Services shall be performed Monday, Wednesday & Friday, unless stated otherwise

2. BUILDING AREA:

The Government occupied space consists of approximately 1,833 square feet. The space to be cleaned includes the following types:

General Office, Toilet Fixtures, and Windows

NOTE: The Government will not be responsible for any error or variation in the square footage listed above nor will the Contractor, because of an error or variation in the square footage listed, be relieved of his or her responsibility to carry out the contract in accordance with the intent and meaning of the specifications without additional cost to the Government.

3. BUILDING OFFICE HOURS:

The official working hours of the building occupants are 0800 hours to 1700 hours Monday through Friday except holidays. All services are required to be performed during normal office working hours. The Contractor is to arrange his/her cleaning schedule during these hours in a fashion that does not interfere with the office employees. Due to security restrictions, the Contractor must surrender any facility keys.

4. SUPPLIES, MATERIALS, AND EQUIPMENT:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work of this contract, including but not limited to: Brooms; brushes; wiping, polishing, treated and untreated dusting cloths; wet mops; sweep mops; sponges; squeegees; paper towels; toilet tissue; hand soap; porcelain ware cleaner; plastic bag liners for sanitary napkin disposal receptacles and wastebaskets; liquid and powder detergents; glass cleaner; floor wax; floor stripper, metal polish; furniture polish; scouring powder, if required. As a minimum, these supplies and materials shall be of a quality to conform to applicable Federal Specifications. The Contractor shall not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to any part of the building, its contents, or equipment.

All necessary cleaning equipment including, but not limited to, waxing and polishing machines, industrial type vacuum cleaners, etc., needed for the performance of the work of this contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contracting Officer. Equipment deemed by

the Contracting Officer to be of improper type or design or inadequate for the purpose intended shall be replaced. Electrical power will be furnished by the Government at existing power outlets for the Contractor's use to operate such equipment as is necessary in the conduct of his work. Hot and cold water will also be made available as necessary for that purpose.

5 CONDUCT OF CONTRACTOR'S EMPLOYEES:

The Contractor shall prohibit his or her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use. The Contractor shall require his or her employees to comply with the instructions, pertaining to conduct and building regulations, issued by the contracting officer's representative.

6. WORKMANSHIP:

All work shall be performed at the frequencies specified herein:

A. SERVICES TO BE PERFORMED THREE TIMES PER WEEK:

(1) Rest rooms:

- (a) Floors shall be swept and then mopped with disinfectant detergent.
- (b) All water closets, seats, and urinals shall be washed inside and out with a disinfectant detergent. Seats shall be left in a raised position; washbasins shall be cleaned and wiped free of all water marks.
- (c) Empty all trash receptacles and *maintain trash cans clean and sanitized*, empty and disinfect all sanitary napkin dispensers and place new plastic bags.
- (d) Replenish all supplies such as paper towels, toilet paper, and soap.
- (e) Spot clean wall surfaces, partitions, doors, and waste receptacles.

2) Office Area Cleaning:

- (a) Empty all wastebaskets *maintain trash cans clean and sanitized* and liners should be replaced in wastebaskets as required but not less than twice per week.
- (b) All carpeted office areas shall be spot vacuumed to remove all obvious surface dirt from the traffic area and from under furniture. In areas not having rugs, the full floor area will be swept daily with a treated sweep-mop.
- (c) Dust the horizontal surfaces of desks, files and tables with a treated dust cloth. Glass desktops shall be cleaned with an untreated cloth.

(3) Entrances, Hallways, and Corridors: Sweep or vacuum all floors; dust all surfaces and polish metal and wood surfaces.

(4) Wastepaper, Trash, and Debris Removal: Collect and remove all trash, debris, wastepaper and garbage from the building. Contractor shall assure that liquid and other debris is not deposited on the floor during collection and removal.

(5) Drinking Fountains: Clean and polish dry. Paper cups shall be replenished, if required.

(6) Sidewalks, Parking Areas and Outside Entrances: Police adjacent sidewalks, parking areas and outside entrances along storefront, if any, and remove trash, debris or litter. (**NOTE:** *Cleaning and policing of parking and sidewalk areas is limited to a reasonable distance from entrances to the office.*)

B. SERVICES TO BE PERFORMED FIRST WORKING DAY OF EVERY WEEK:

- (1) Wall Surfaces: All wall surfaces within 70 inches of the floor shall be spot cleaned.

- (2) Outside Entrances: Sidewalks adjacent to store front, if any, shall be hosed down, except in freezing weather. Unpainted metal entrance doors and handrails shall be damp wiped and polished.
- (3) Storage Area: Sweep full floor area of any storage space with a treated sweep mop.
- (4) Carpets: Carpeted areas shall be thoroughly vacuumed.
- (5) General: All mirrors, shelves, dispensers, chrome fixtures, and pipes shall be damp-wiped and polished dry. Dust radiators, windowsills, ledges, grilles, and stall partitions;

C. SERVICES TO BE PERFORMED FIRST WORKING DAY OF EVERY MONTH:

- (1) Rest rooms: All wastepaper receptacles shall be damp -wiped inside and out.
- (2) Room Cleaning: In all office space, libraries, conference rooms, etc., wall surfaces, vertical surfaces and under surfaces (knee wells, chair rungs, table legs, etc.) shall be thoroughly dusted. All glass in door partitions, pictures, and both sides of bookcases shall be damp -wiped.
- (3) Window Washing: All window glass both inside and out, glass over exterior and vestibule doors, and clear/opaque glass in interior partitions, doors, and transoms shall be washed, not less than monthly, or as required or directed by the Contracting Officer's Representative. Window washing is limited to the immediate office area.

D. SERVICES TO BE PERFORMED IN NOVEMBER & MAY:

- (1) Carpet Cleaning: Steam clean carpets in office spaces, corridors, lobbies and other carpet areas.
- (2) Window Covering Cleaning: Cleaning of window coverings shall be performed in accordance with manufacturer's recommendations.

E. SERVICES TO BE PERFORMED AS NEEDED OR DIRECTED BY THE CONTRACTING OFFICER'S REPRESENTATIVE:

- (1) Floor Maintenance - Carpeting:
 - (a) Personnel Qualifications: The removal of stains and spots from carpets shall be performed by qualified contractor personnel who have been trained in spot removal.
 - (b) Corridors and Lobbies and other Multi-agency Use Space: The Contractor will be responsible for removal of spots and stains from carpets in corridors, lobbies, and other multi-agency use space such as conference rooms, auditoriums, etc., within the confines of the Armed Forces Recruiting Office.
 - (c) Other Carpeted Areas: Spots and stains shall be removed from carpets in other occupied space.
- (2) Floor Maintenance - Non-carpeted Areas: Remove scuffmarks from flooring.
- (3) Snow and Ice Removal: Snow and ice shall be removed from outside and interior entrances, and adjacent sidewalks, if present during daily janitorial visits. ***[NOTE: Removal of snow and ice from sidewalk areas is limited to a reasonable distance from entrances to the office]***
- (4) Wastebaskets: Wash or damp wipe inside and outside of wastebaskets to keep them in a clean condition.
- (5) Floor Mats: The Contractor will furnish floor mats in entranceways and lobbies that are to be maintained by the Contractor.

F. GENERAL INSTRUCTIONS:

- (1) Windows are to be closed, lights to be turned out when not in use; security rooms are to be locked; all "lost and found" type articles will be turned in to proper authorities; promptly report fires, hazardous conditions, and items needing repairs (such as leaky faucets, toilet stoppage, etc.).
- (2) Lighting: Contractor will replace all burned out lights. The Contractor will furnish bulbs and fluorescent tubes.
- (3) The care of any potted plants within the office areas is not the responsibility of the Contractor.

G. RESPONSIBILITY FOR DAMAGES:

The janitorial contractor shall be responsible for all damages occasioned by their performance or failure to perform under this contract.

DOL WAGE DETERMINATION

WAGE DETERMINATION NO: 94-2441 REV (23) AREA: OR, PORTLAND
 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
 WASHINGTON D.C. 20210

William W. Gross	Division of	Wage Determination No.: 1994-2441
Director	Wage Determinations	Revision No.: 23
		Date Of Last Revision: 08/09/2004

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 States: Oregon, Washington
 Area: Oregon Counties of Clackamas, Clatsop, Columbia, Gilliam, Hood River, Marion, Multnomah, Polk, Sherman, Tillamook, Wasco, Washington, Yamhill
 Washington Counties of Clark, Cowlitz, Klickitat, Pacific, Skamania, Wahkiakum

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 Fringe Benefits Required Follow the Occupational Listing
 OCCUPATION CODE - TITLE | MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.92
01012 - Accounting Clerk II	12.14
01013 - Accounting Clerk III	14.43
01014 - Accounting Clerk IV	17.37
01030 - Court Reporter	16.17
01050 - Dispatcher, Motor Vehicle	16.17
01060 - Document Preparation Clerk	11.89
01070 - Messenger (Courier)	9.85

01090 - Duplicating Machine Operator
11.89
01110 - Film/Tape Librarian
12.51
01115 - General Clerk I
8.23
01116 - General Clerk II
9.69
01117 - General Clerk III
11.38
01118 - General Clerk IV
14.02
01120 - Housing Referral Assistant
17.22
01131 - Key Entry Operator I
10.33
01132 - Key Entry Operator II
12.73
01191 - Order Clerk I
10.97
01192 - Order Clerk II
13.66
01261 - Personnel Assistant (Employment) I
11.81
01262 - Personnel Assistant (Employment) II
13.59
01263 - Personnel Assistant (Employment) III
16.17
01264 - Personnel Assistant (Employment) IV
17.97
01270 - Production Control Clerk
18.32
01290 - Rental Clerk
13.26
01300 - Scheduler, Maintenance
13.67
01311 - Secretary I
13.44
01312 - Secretary II
16.10
01313 - Secretary III
16.90
01314 - Secretary IV
19.85
01315 - Secretary V
21.75
01320 - Service Order Dispatcher
14.16
01341 - Stenographer I
11.89
01342 - Stenographer II
13.75

01400 - Supply Technician
19.85
01420 - Survey Worker (Interviewer)
14.37
01460 - Switchboard Operator-Receptionist
11.91
01510 - Test Examiner
16.17
01520 - Test Proctor
16.17
01531 - Travel Clerk I
10.80
01532 - Travel Clerk II
11.76
01533 - Travel Clerk III
12.66
01611 - Word Processor I
11.91
01612 - Word Processor II
13.75
01613 - Word Processor III
16.17
03000 - Automatic Data Processing Occupations
03010 - Computer Data Librarian
12.44
03041 - Computer Operator I
12.91
03042 - Computer Operator II
14.93
03043 - Computer Operator III
17.27
03044 - Computer Operator IV
19.16
03045 - Computer Operator V
21.23
03071 - Computer Programmer I (1)
16.39
03072 - Computer Programmer II (1)
19.67
03073 - Computer Programmer III (1)
24.33
03074 - Computer Programmer IV (1)
27.62
03101 - Computer Systems Analyst I (1)
22.87
03102 - Computer Systems Analyst II (1)
27.62
03103 - Computer Systems Analyst III (1)
27.62
03160 - Peripheral Equipment Operator
13.20
05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass
17.42
05010 - Automotive Glass Installer
15.85
05040 - Automotive Worker
15.85
05070 - Electrician, Automotive
16.58
05100 - Mobile Equipment Servicer
14.24
05130 - Motor Equipment Metal Mechanic
17.42
05160 - Motor Equipment Metal Worker
15.85
05190 - Motor Vehicle Mechanic
17.16
05220 - Motor Vehicle Mechanic Helper
13.40
05250 - Motor Vehicle Upholstery Worker
15.07
05280 - Motor Vehicle Wrecker
15.85
05310 - Painter, Automotive
16.58
05340 - Radiator Repair Specialist
15.85
05370 - Tire Repairer
13.76
05400 - Transmission Repair Specialist
17.42
07000 - Food Preparation and Service Occupations
(not set) - Food Service Worker
9.07
07010 - Baker
12.43
07041 - Cook I
11.30
07042 - Cook II
12.57
07070 - Dishwasher
7.98
07130 - Meat Cutter
15.66
07250 - Waiter/Waitress
9.16
09000 - Furniture Maintenance and Repair Occupations
09010 - Electrostatic Spray Painter
16.58
09040 - Furniture Handler
11.77
09070 - Furniture Refinisher
16.58

09100 - Furniture Refinisher Helper
13.40
09110 - Furniture Repairer, Minor
15.07
09130 - Upholsterer
16.58
11030 - General Services and Support Occupations
11030 - Cleaner, Vehicles
9.54
11060 - Elevator Operator
9.54
11090 - Gardener
12.51
11121 - House Keeping Aid I
8.84
11122 - House Keeping Aid II
9.54
11150 - Janitor
10.01
11210 - Laborer, Grounds Maintenance
10.41
11240 - Maid or Houseman
8.84
11270 - Pest Controller
12.12
11300 - Refuse Collector
10.01
11330 - Tractor Operator
11.86
11360 - Window Cleaner
10.28
12000 - Health Occupations
12020 - Dental Assistant
14.38
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver
15.05
12071 - Licensed Practical Nurse I
13.73
12072 - Licensed Practical Nurse II
15.40
12073 - Licensed Practical Nurse III
17.23
12100 - Medical Assistant
12.90
12130 - Medical Laboratory Technician
13.89
12160 - Medical Record Clerk
11.74
12190 - Medical Record Technician
14.14
12221 - Nursing Assistant I
8.75

12222 - Nursing Assistant II
9.84
12223 - Nursing Assistant III
10.73
12224 - Nursing Assistant IV
11.71
12250 - Pharmacy Technician
12.83
12280 - Phlebotomist
12.10
12311 - Registered Nurse I
16.73
12312 - Registered Nurse II
25.50
12313 - Registered Nurse II, Specialist
25.50
12314 - Registered Nurse III
30.49
12315 - Registered Nurse III, Anesthetist
30.49
12316 - Registered Nurse IV
31.00
13000 - Information and Arts Occupations
13002 - Audiovisual Librarian
16.91
13011 - Exhibits Specialist I
14.29
13012 - Exhibits Specialist II
17.69
13013 - Exhibits Specialist III
20.06
13041 - Illustrator I
15.26
13042 - Illustrator II
18.89
13043 - Illustrator III
21.42
13047 - Librarian
22.46
13050 - Library Technician
13.27
13071 - Photographer I
12.94
13072 - Photographer II
13.87
13073 - Photographer III
17.17
13074 - Photographer IV
20.92
13075 - Photographer V
25.30
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler
8.18
15030 - Counter Attendant
8.18
15040 - Dry Cleaner
10.14
15070 - Finisher, Flatwork, Machine
8.18
15090 - Presser, Hand
8.18
15100 - Presser, Machine, Drycleaning
8.18
15130 - Presser, Machine, Shirts
8.18
15160 - Presser, Machine, Wearing Apparel, Laundry
8.18
15190 - Sewing Machine Operator
10.80
15220 - Tailor
11.46
15250 - Washer, Machine
8.88
19000 - Machine Tool Operation and Repair Occupations
19010 - Machine-Tool Operator (Toolroom)
16.58
19040 - Tool and Die Maker
22.00
21000 - Material Handling and Packing Occupations
21010 - Fuel Distribution System Operator
17.23
21020 - Material Coordinator
17.40
21030 - Material Expediter
17.40
21040 - Material Handling Laborer
12.65
21050 - Order Filler
11.94
21071 - Forklift Operator
14.26
21080 - Production Line Worker (Food Processing)
14.51
21100 - Shipping/Receiving Clerk
13.53
21130 - Shipping Packer
13.56
21140 - Store Worker I
10.32
21150 - Stock Clerk (Shelf Stocker; Store Worker II)
13.57
21210 - Tools and Parts Attendant
14.51

21400 - Warehouse Specialist
14.51
23000 - Mechanics and Maintenance and Repair Occupations
23010 - Aircraft Mechanic
19.77
23040 - Aircraft Mechanic Helper
15.70
23050 - Aircraft Quality Control Inspector
21.74
23060 - Aircraft Servicer
17.94
23070 - Aircraft Worker
18.87
23100 - Appliance Mechanic
17.42
23120 - Bicycle Repairer
13.76
23125 - Cable Splicer
24.23
23130 - Carpenter, Maintenance
18.60
23140 - Carpet Layer
17.44
23160 - Electrician, Maintenance
24.42
23181 - Electronics Technician, Maintenance I
13.65
23182 - Electronics Technician, Maintenance II
20.42
23183 - Electronics Technician, Maintenance III
23.53
23260 - Fabric Worker
16.08
23290 - Fire Alarm System Mechanic
20.48
23310 - Fire Extinguisher Repairer
16.05
23340 - Fuel Distribution System Mechanic
21.08
23370 - General Maintenance Worker
15.85
23400 - Heating, Refrigeration and Air Conditioning Mechanic
17.77
23430 - Heavy Equipment Mechanic
19.22
23440 - Heavy Equipment Operator
20.73
23460 - Instrument Mechanic
20.48
23470 - Laborer
11.13
23500 - Locksmith
16.58

23530 - Machinery Maintenance Mechanic
20.05
23550 - Machinist, Maintenance
20.34
23580 - Maintenance Trades Helper
13.40
23640 - Millwright
21.08
23700 - Office Appliance Repairer
19.38
23740 - Painter, Aircraft
17.39
23760 - Painter, Maintenance
16.58
23790 - Pipefitter, Maintenance
23.49
23800 - Plumber, Maintenance
20.97
23820 - Pneudraulic Systems Mechanic
20.48
23850 - Rigger
21.08
23870 - Scale Mechanic
18.26
23890 - Sheet-Metal Worker, Maintenance
18.34
23910 - Small Engine Mechanic
15.85
23930 - Telecommunication Mechanic I
19.03
23931 - Telecommunication Mechanic II
19.95
23950 - Telephone Lineman
20.48
23960 - Welder, Combination, Maintenance
17.42
23965 - Well Driller
19.33
23970 - Woodcraft Worker
20.02
23980 - Woodworker
14.24
24000 - Personal Needs Occupations
24570 - Child Care Attendant
9.95
24580 - Child Care Center Clerk
13.04
24600 - Chore Aid
9.56
24630 - Homemaker
14.74
25000 - Plant and System Operation Occupations

25010 - Boiler Tender
19.33
25040 - Sewage Plant Operator
18.16
25070 - Stationary Engineer
19.33
25190 - Ventilation Equipment Tender
14.65
25210 - Water Treatment Plant Operator
18.33
27000 - Protective Service Occupations
(not set) - Police Officer
21.38
27004 - Alarm Monitor
14.91
27006 - Corrections Officer
19.56
27010 - Court Security Officer
20.23
27040 - Detention Officer
19.84
27070 - Firefighter
20.30
27101 - Guard I
10.58
27102 - Guard II
13.92
28000 - Stevedoring/Longshoremen Occupations
28010 - Blocker and Bracer
17.75
28020 - Hatch Tender
17.75
28030 - Line Handler
17.75
28040 - Stevedore I
16.16
28050 - Stevedore II
17.64
29000 - Technical Occupations
21150 - Graphic Artist
18.88
29010 - Air Traffic Control Specialist, Center (2)
30.25
29011 - Air Traffic Control Specialist, Station (2)
20.86
29012 - Air Traffic Control Specialist, Terminal (2)
22.97
29023 - Archeological Technician I
13.24
29024 - Archeological Technician II
14.79
29025 - Archeological Technician III
18.30

29030 - Cartographic Technician
18.61
29035 - Computer Based Training (CBT) Specialist/ Instructor
22.87
29040 - Civil Engineering Technician
19.28
29061 - Drafter I
11.99
29062 - Drafter II
13.79
29063 - Drafter III
14.78
29064 - Drafter IV
18.30
29081 - Engineering Technician I
12.53
29082 - Engineering Technician II
14.08
29083 - Engineering Technician III
16.67
29084 - Engineering Technician IV
22.03
29085 - Engineering Technician V
28.27
29086 - Engineering Technician VI
31.42
29090 - Environmental Technician
18.48
29100 - Flight Simulator/Instructor (Pilot)
27.75
29160 - Instructor
21.86
29210 - Laboratory Technician
17.49
29240 - Mathematical Technician
18.87
29361 - Paralegal/Legal Assistant I
14.69
29362 - Paralegal/Legal Assistant II
20.92
29363 - Paralegal/Legal Assistant III
25.59
29364 - Paralegal/Legal Assistant IV
30.97
29390 - Photooptics Technician
18.87
29480 - Technical Writer
25.52
29491 - Unexploded Ordnance (UXO) Technician I
19.23
29492 - Unexploded Ordnance (UXO) Technician II
23.26

29493 - Unexploded Ordnance (UXO) Technician III
27.88
29494 - Unexploded (UXO) Safety Escort
19.23
29495 - Unexploded (UXO) Sweep Personnel
19.23
29620 - Weather Observer, Senior (3)
17.63
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)
15.90
29622 - Weather Observer, Upper Air
15.90
31000 - Transportation/ Mobile Equipment Operation Occupations
31030 - Bus Driver
15.37
31260 - Parking and Lot Attendant
9.18
31290 - Shuttle Bus Driver
11.64
31300 - Taxi Driver
9.68
31361 - Truckdriver, Light Truck
11.64
31362 - Truckdriver, Medium Truck
16.91
31363 - Truckdriver, Heavy Truck
17.67
31364 - Truckdriver, Tractor-Trailer
17.67
99000 - Miscellaneous Occupations
99020 - Animal Caretaker
9.62
99030 - Cashier
11.02
99041 - Carnival Equipment Operator
10.68
99042 - Carnival Equipment Repairer
11.34
99043 - Carnival Worker
8.70
99050 - Desk Clerk
10.45
99095 - Embalmer
18.43
99300 - Lifeguard
10.00
99310 - Mortician
18.61
99350 - Park Attendant (Aide)
12.69
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)
10.59

99500 - Recreation Specialist
 14.49
 99510 - Recycling Worker
 13.52
 99610 - Sales Clerk
 10.87
 99620 - School Crossing Guard (Crosswalk Attendant)
 11.01
 99630 - Sport Official
 10.10
 99658 - Survey Party Chief (Chief of Party)
 21.53
 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)
 17.39
 99660 - Surveying Aide
 12.69
 99690 - Swimming Pool Operator
 15.85
 99720 - Vending Machine Attendant
 13.43
 99730 - Vending Machine Repairer
 15.85
 99740 - Vending Machine Repairer Helper
 13.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your

regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage

determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract. Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)} Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed. The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2005

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

x (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

x (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☐ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☒ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__x_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days prior to completion of base year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed January 31, 2009.

(End of clause)